

CONFORMED

QUINN EMANUEL URQUHART & SULLIVAN, LLP

Shon Morgan (Bar No. 187736)

shonmorgan@quinnemanuel.com

Rachel Juarez (Bar No. 273133)

racheljuarez@quinnemanuel.com

865 South Figueroa Street, 10th Floor

Los Angeles, California 90017-2543

Telephone: (213) 443-3000

Facsimile: (213) 443-3100

Of Counsel:

Stephen R. Neuwirth

stephenneuworth@quinnemanuel.com

Julia J. Peck

juliapeck@quinnemanuel.com

51 Madison Avenue, 22nd Floor

New York, New York 10010

Telephone: (212) 849-7000

Facsimile: (212) 849-7100

Attorneys for Plaintiffs

TELEVISA, S.A. DE C.V. and

TELEVISA TALENTO, S.A. DE C.V.

UNITED STATES DISTRICT COURT

FOR THE CENTRAL DISTRICT OF CALIFORNIA

TELEVISA, S.A. DE C.V. and

TELEVISA TALENTO, S.A. DE C.V.,

Plaintiffs,

against

LIBERMAN BROADCASTING, INC.,

ESTRELLA TV, and LENARD D.

LIBERMAN,

Defendants.

FILED
2012 NOV 15 PM 3:17
CLERK U.S. DISTRICT COURT
CENTRAL DIST. OF CALIF.
LOS ANGELES
BY _____
CASE NO. **12 9799** ~CBM
("MAN")
COMPLAINT

COMPLAINT

1 Plaintiffs Televisa, S.A. de C.V. ("Televisa S.A.") and Televisa Talento, S.A.
2 de C.V. ("Televisa Talento") (together, "Televisa"), through their undersigned
3 attorneys, by and for their Complaint, allege upon personal knowledge as to their
4 own acts, and on information and belief based upon their own and their attorneys'
5 investigation as to all others, as follows:

6 **Introduction**

7 1. This dispute arises out of the tortious interference by defendants
8 Liberman Broadcasting, Inc. ("LBI"), Estrella TV, and Lenard D. Liberman
9 (collectively "Liberman") with a valid and enforceable exclusivity agreement,
10 effective March 1, 2012, between Televisa, a Mexico-based international media
11 company, and the Mexican television personality Krzysztof Raczyński Tatomir,
12 known artistically as "Kristoff" (the "Exclusivity Agreement"). Specifically,
13 Liberman has knowingly taken actions that have induced Kristoff to breach the
14 Exclusivity Agreement with Televisa.

15 2. Televisa seeks preliminary and permanent injunctive relief barring
16 Liberman from continuing to interfere with the Exclusivity Agreement by
17 employing Kristoff and using his services and image. Absent injunctive relief,
18 Televisa has suffered, and will continue to suffer, irreparable harm.

19 3. Among other things, Televisa owns and operates the subscription
20 television channel known as Telehit. Telehit shows lifestyle and music
21 programming, serving a young adult audience. Telehit is broadcast in twenty two
22 countries throughout the world, including in Mexico, Latin America, Europe, and
23 the United States. Programming produced by Televisa is broadcast in the United
24 States through Univision and related Spanish-language television stations.

25 4. Estrella TV is a privately-held Spanish-language television network
26 owned and operated by Liberman. Estrella TV competes in the Spanish-language
27 television market in the United States with Telehit and Univision.
28

1 5. Starting in the mid-1990s, Televisa invested substantial professional
2 and financial resources to develop Kristoff as a TV host and personality. Kristoff
3 has served as the lead host of several popular and long-running Telehit programs,
4 designed exclusively for him, including “No Te Equivoques”; “Gargaras Con
5 Kristoff”; “Neceando Con Kristoff”; “ID”; “Corazón de Metal”; “Música Con
6 Kristoff”; and “El Show Del Polaco.” Kristoff has also made a variety of special
7 appearances for Televisa. For the past several years, Kristoff has been the host of
8 two popular weekly programs, “Sexo Con Kristoff,” a late-night sex talk program,
9 and “Cine Con Kristoff,” in which Kristoff reviewed and discussed movies.
10 Kristoff has also been hosting a music-video program, “Maratón Telehit,” which
11 occupies a multiple hour time-slot every several weeks.

12 6. Kristoff’s programming and special appearances have generated
13 substantial goodwill from television audiences that faithfully tune into Telehit to
14 view programs hosted by Kristoff, as well as from advertisers that wish to
15 communicate with those audiences. Kristoff’s most recent feature shows, the long-
16 running “Cine Con Kristoff” and “Sexo Con Kristoff,” consistently received top
17 viewer ratings in their respective 3:30 p.m. and midnight time slots.

18 7. Kristoff’s programs are, like other Telehit programming, broadcast not
19 only to Telehit’s more than nine million subscribers in Mexico, but also to
20 audiences in over twenty-one foreign countries, including the United States, where
21 Telehit currently has distribution or licensing arrangements. Kristoff’s expansive
22 knowledge of cinema, music, and other pop culture topics, combined with his
23 unique artistic methods, charm and television presence—cultivated under
24 Televisa’s sponsorship—are irreplaceable services that Televisa cannot duplicate or
25 substitute in the marketplace. Most recently, Televisa was in the process of
26 working with Kristoff to develop a new show, “Lavadero Center,” that Televisa
27 expected would both prove successful for the Telehit network and further enhance
28

1 Kristoff's already broad brand recognition within Mexico and in the twenty-one
2 other countries where Telehit is broadcast.

3 8. Effective March 1, 2012, Televisa and Kristoff entered into the
4 Exclusivity Agreement, pursuant to which, for due consideration, including
5 (without limitation) monthly payments, Kristoff agreed (among other things) to
6 provide his artistic services and use of his image to Televisa on an exclusive basis
7 for a three-year term. On August 1, 2012, Televisa and Kristoff amended the
8 agreement to increase by 50 percent the amount of monthly payments Televisa
9 would pay to Kristoff.

10 9. At all relevant times, Liberman was aware that Kristoff is party to an
11 Exclusivity Agreement with Televisa, and was aware of that fact when it negotiated
12 and entered into an agreement with Kristoff, without Televisa's knowledge,
13 pursuant to which Kristoff would provide his artistic services and use of his image
14 to Estrella TV.

15 10. Kristoff's employment with and/or work for Liberman violates
16 Kristoff's Exclusivity Agreement with Televisa, as does the use of Kristoff's image
17 on Liberman's television networks, stations, and websites, including the Estrella
18 TV website.

19 11. Liberman knowingly induced Kristoff to breach his contract with
20 Televisa so that Kristoff would instead provide his services to Liberman and
21 Estrella TV. On October 18, 2012, Kristoff wrote by email to a supervisor at
22 Televisa and stated that he had "met with Mr. Liberman in person," "[w]e talked
23 and solved all my doubts. I felt comfortable with our chat and with the conditions
24 and I have decided to accept." In another email sent to Televisa the following day,
25 Kristoff expressly acknowledged that his breach of contract would bear legal
26 consequences: "Beyond the legal problem I will surely have with Televisa due to
27 the exclusivity issue ... (I wish it was not so because of the amount that I am paid,
28 but I suppose whether you are a telenovela actor earning 500 thousand or you just

1 appear on a music video channel with my salary, if you breach a contract there are
2 consequences) I hope that we can maintain a cordial relationship because, again,
3 you have never turned your back on me during the past six years.” By inducing
4 Kristoff to break his contract with Televisa, Liberman knowingly facilitated that
5 breach.

6 12. Despite Liberman’s knowledge of the Exclusivity Agreement,
7 Liberman induced Kristoff to enter into an agreement to provide his services to
8 Estrella TV, so that Kristoff would immediately begin hosting a new Estrella TV
9 show called “Que Jalada.” Episodes of “Que Jalada,” hosted by Kristoff, have
10 already aired on Estrella TV. And the show, hosted by Kristoff, is currently slated
11 to be broadcast each weekday at 6 p.m. At the same time, also in breach of the
12 Exclusivity Agreement, Kristoff’s image has been shown on the Estrella TV
13 website in connection with advertising for “Que Jalada.”

14 13. Televisa brings this action to enjoin Liberman’s continued tortious
15 interference with the Exclusivity Agreement, which interference is causing, and
16 will continue to cause, Televisa substantial and irreparable harm.

17 **The Parties**

18 14. Plaintiff Televisa, S.A. de C.V. is a citizen of Mexico in that it is a
19 Mexican corporation, duly incorporated under the laws of the United Mexican
20 States and its principal place of business is Mexico City, Mexico. Plaintiff
21 Televisa, S.A. is an indirect subsidiary of Grupo Televisa, S.A.B., a Mexico City-
22 based international media company, through which Grupo Televisa conducts the
23 operations of its Television Broadcasting, Pay Television Networks, and
24 Programming Exports business units.

25 15. Plaintiff Televisa Talento, S.A. de C.V. is a citizen of Mexico in that it
26 is a Mexican corporation, duly incorporated under the laws of the United Mexican
27 States and its principal place of business is Mexico City, Mexico. Plaintiff Televisa
28 Talento is a Mexico City-based indirect subsidiary of Grupo Televisa, which

1 primarily handles the talent arrangements with Televisa television and radio
2 performers and personalities.

3 16. Televisa also operates, among multiple other forms of broadcast and
4 pay-TV programming, a pay television channel, Telehit, that shows lifestyle and
5 music programming serving a young adult audience. Although Telehit
6 programming is produced primarily in Mexico, that programming is rebroadcast to
7 subscribers in twenty-one other countries throughout the world, including in the
8 United States through Univision.

9 17. Defendant LBI is a Delaware corporation licensed to do and doing
10 business in the state of California, with its principal place of business at 1845
11 Empire Ave., Burbank, California 91504. LBI is a producer and broadcaster of
12 Spanish-language television and radio programming. LBI owns and operates
13 Defendant Estrella TV. Estrella TV is a California-based Spanish-language
14 television broadcast network, with its principal place of business in Burbank,
15 California. Estrella TV distributes Spanish-language television programming
16 exclusively in the United States. LBI and Estrella TV operate a production studio
17 in Burbank, California, where they produce their television programming.

18 18. Lenard Liberman co-founded an LBI subsidiary in 1987 with his
19 father, Jose Liberman, and currently serves as LBI's President, Chief Executive
20 Officer and Secretary. Mr. Liberman is believed to manage the day-to-day LBI
21 operations, including acquisitions and strategic planning. The LBI website states
22 that Mr. Liberman is a lawyer and a member of the California bar. Mr. Liberman is
23 a citizen of California in that he is a resident of the State of California. His
24 principal place of business also is in the State of California.

25 19. Liberman competes with Televisa (which distributes its programming
26 in the United States through Univision) in the U.S. Spanish-language television
27 market.
28

Jurisdiction & Venue

20. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332, because complete diversity of citizenship exists between Plaintiffs, which are both citizens of Mexico with principal places of business in Mexico, and Defendants, all citizens of California or Delaware with principal places of business in California, and the damage that Defendants' actions have caused to Plaintiffs' business, although not readily quantifiable in money damages, would nevertheless surpass \$75,000, exclusive of interests and costs.

21. This Court has personal jurisdiction over the Defendants pursuant to Federal Rule of Civil Procedure 4(k)(1)(A) and California Code Civ. Proc. § 410.10, in that Defendants operate, conduct, engage in, or carry on a business in the State of California; Defendants have an office in the State of California; and Defendants have committed a tortious act within the State of California.

22. Venue is proper in this District pursuant to 28 U.S.C. §1391(b)(1) and (2), because Defendants reside in this District within the meaning of 28 U.S.C. §1391(c); and, on information and belief, a substantial part of the events giving rise to the claim occurred in this District.

Factual Background

The Exclusivity Agreement

23. Kristoff, a 38-year old Mexican TV host and film actor, has been employed by Televisa for over fifteen years and is one of Telehit's most popular television hosts.

24. Beginning in or around 1996, Televisa and Kristoff entered into the first of a series of contracts, pursuant to which Kristoff agreed to provide his services and use of his image to Televisa on an exclusive basis.

25. In 2012, Televisa and Kristoff negotiated a new exclusive services agreement for the following three years.

1 26. Specifically, in anticipation of and in connection with entering the new
2 Exclusivity Agreement, Kristoff, on February 1, 2012, sent Televisa a letter (the
3 “Offer Letter”) in which he offered to Televisa Talento his “exclusive” services for:

4 inter alia, (i) artistic performance or interpretation, (ii) representation,
5 characterization, personification, acting or execution of any type of
6 character as determined by Televisa Talento, S.A. de C.V. (“Televisa”)
7 or as indicated by any screenplay; (iii) personal presentation to promote
8 any of the productions carried out by Televisa, as such term is defined
9 in the respective Service Agreement (the “Productions”); (iv) the voice
10 interpretations with respect to any of the Productions or any character
11 within the Productions; (vi) handling of products, materials,
12 instruments or accessories indicated by Televisa in the Productions,
13 (vii) commercial promotion of any product within the Productions as
14 required by Televisa; (viii) performance and integration to the Services,
15 of the Commercial Mentions indicated by Televisa within the
16 Productions; (ix) conduction, individually or jointly in any of the
17 Productions, and (x) any other activity provided in the respective
18 Service Agreement, for a period of 3 (three) years, subject to the civil
19 provisions and under the terms established by the Copyright Federal
20 Law.

21 27. Subsequently, Televisa Talento and Kristoff entered the Exclusivity
22 Agreement, effective March 1, 2012, pursuant to which Kristoff agreed to provide
23 his artistic services and use of his image to Televisa on an exclusive basis for a
24 three-year term.

25 28. The Exclusivity Agreement was modified by an amendment dated
26 August 1, 2012. The amendment increased payments to Kristoff from 20,000 pesos
27 per month to 30,000 pesos per month—that is, a 50 percent increase. The other
28 provisions of the contract, including all of the exclusivity requirements discussed
below, were left in force.

 29. At Recitals II(c) of the Exclusivity Agreement, Kristoff represents
that:

 he has offered Televisa rendering his Services exclusively by means of
the delivery of the Offer Letter;

30. “Services” are defined in the Exclusivity Agreement as:

services rendered by the Artist [Kristoff] exclusively to Televisa,
including without limitation, (i) artistic acting or interpretation,
(ii) representation, characterization, personification or execution of any
type of characters, as determined by Televisa or as indicated or

required by the Screenplay; (iii) personal presentations to promote any of the Productions; (iv) voice interpretations with respect to any of the Productions or any character within the Productions; (v) the use of his Image and/or voice; (vi) collaborations and participations, passive or interactive through any Broadcasting Means, including without limitation, in "chats" and SMS ("short message system"); (vii) performance and integration to the Services, of the Commercial Mentions indicated by Televisa within the Productions; (viii) individual or joint conduction of any of the Productions; (ix) the use of his voice for the performance and recording of phonograms; and (x) any other activity performed by the Artist or required by Televisa in any of the Productions.

31. "Productions" are defined in the Exclusivity Agreement as:

any kind of (i) television and/or programs broadcasted live or through differed broadcasts, (ii) audio recordings, (iii) events, (iv) photograph sessions, (v) promotional segments, (vi) advertising campaigns, (vii) commercial adds, (viii) unit programs, (ix) soap opera, (x) music concerts, (xi) parades, (xii) interviews, (xiii) video grams, (xiv) computer programs, (xv) internet pages or portal, (xvi) cinematograph movies, (xvii) Productions' compilation or collections, (xviii) mini-series, (xix) movies produced for TV and/or video, (xx) reality shows, (xxi) scenic representations, including theater, (xxii) public exhibitions and (xxiii) any other kind of audiovisual plays performed by Televisa, susceptible to Fixation, Public Communication or broadcasting by means of emissions or nature and through any Broadcasting Means.

32. "Projects" are defined in the Exclusivity Agreement as:

activity related with marketing of the Artist's Image, including without limitation; (i) advertising campaigns, (ii) commercial adds, (iii) hosting of third parties' events, (iv) events for launching of third parties' products and/or services, (v) public relations campaigns, (vi) signing of autographs and (vii) any other activity assigned by Televisa.

33. "Image" is defined in the Exclusivity Agreement as:

the set of the Artist's physical characteristics or attributes (including, without limitation, artistic name) that Televisa gathers to create, develop and broadcast the concept that the audience has of the Artist with respect to his person or any of the characters interpreted by the latter in any of the Productions.

34. Clause 8 of the Exclusivity Agreement states that Kristoff shall provide his Services exclusively to Televisa:

1 a) By virtue of the execution of this Agreement,
 2 the Artist grants Televisa exclusivity in rendering the
 3 Services required by Televisa to perform the Productions,
 4 as chosen by Televisa.

5 b) The Artist grants and ensures Televisa, full
 6 and absolute exclusivity to rendering of his Services in
 7 Mexico and abroad, therefore undertaking to abstain from
 8 rendering any of the Services to, or directly or indirectly
 9 working with any third party, without Televisa's express
 10 and written authorization.

11 35. In addition, pursuant to Clause 10 of the Exclusivity Agreement,
 12 Kristoff agreed to render his Services to Televisa on an exclusive basis, and to
 13 abstain from either working for any third party or using his Image for other
 14 Productions or Projects. Thus, Kristoff agreed to:

15 (i) render his Services exclusively to Televisa, in the understanding
 16 that, for all relevant legal purposes, a work relationship shall only result
 17 between the Artist and Televisa when the Artist renders services to
 18 Televisa, as the latter requests it, under the terms of the Individual
 19 Agreement entered into by both parties each time, pursuant to the
 20 provisions of Section IV hereof;

21

22 (iv) abstain from using or expressly authorizing the use of his image,
 23 personal name or artistic name currently used or decides to use in the
 24 future in activities other than the Productions and/or Projects;

25 (v) abstain from directly or indirectly working for any third party
 26 during the term of this Agreement, for the performance of any type of
 27 advertising campaign and/or television project, provided such
 28 advertising campaign is carried out exclusively through Televisa.

36. In return for his agreement to render his services to Televisa on an
 exclusive basis, Kristoff received monthly consideration as specified in Clause 9 of
 the Exclusivity Agreement. As noted above, this amount was increased 50 percent
 as of the parties' August 2012 amendment to the Exclusivity Agreement.

37. Clause 16 of the Exclusivity Agreement provides:

b) . . . in the event the Artist breaches at any time
 during the term of this Agreement with his exclusivity
 obligations pursuant to the provisions of Clause Eighth,
 Televisa shall be entitled to claim from the Artist payment
 of a contractual penalty equal to the aggregate amount of

1 the Compensations agreed throughout the term of the
2 Agreement, plus the corresponding VAT. . . .

3 38. Clause 24 of the Exclusivity Agreement provides:

4 a) The Artist acknowledges that the Services that shall
5 be rendered in favor of Televisa are of a special and
6 extraordinary nature that gives them a unique value; that
7 the loss of such services may not be reasonably or
adequately compensated solely by payment of damages by
virtue of a legal action; and that the Artist's breach of any
of the obligations hereunder would cause an irreparable
damage to Televisa.

8 b) Pursuant to the foregoing, Televisa, additionally to
9 the payment of the corresponding penalty that might result
10 pursuant to Clause Sixteenth, shall be entitled to any legal
11 remedy or any cautionary measure in order to prevent or
remedy any breach or any eminent breach of this
Agreement by the Artist.

12 39. The parties further agreed in Clause 25 that the Exclusivity Agreement
13 shall be governed and interpreted in accordance with the federal laws of Mexico.

14 Liberman, With Knowledge of the Exclusivity Agreement, Intentionally Induced its
15 Breach

16 40. Liberman has intentionally and deliberately induced Kristoff to breach
17 his Exclusivity Agreement in utter disregard of the law.

18 41. On October 12, 2012, Kristoff wrote to his direct supervisor at Telehit,
19 Guillermo del Bosque, and advised Mr. del Bosque that Estrella TV wanted to hire
20 him to perform in TV programming. That day, Mr. del Bosque reminded Kristoff
21 by telephone that he was under contract with Televisa and that he couldn't work
22 someplace else unless he could make arrangements with Televisa releasing him
23 from his Exclusivity Agreement. Kristoff said that he understood and would make
24 an arrangement.

25 42. Liberman, with knowledge of Kristoff's contractual relationship with
26 Televisa, invited Kristoff to travel to Los Angeles on or about October 14, 2012, to
27 meet in person with Lenard Liberman. A Televisa performer saw Kristoff on
28 October 16, 2012, on a flight from Los Angeles to Mexico City, and Kristoff

1 indicated during a discussion that he was already working for Estrella TV. On
2 October 17, Mr. del Bosque of Televisa wrote an email to Kristoff stating: "I think
3 you are leaving?..They say that you are actually saying that you're leaving. I
4 would like to know the truth in order to see what am I going to do."

5 43. In an email to Mr. del Bosque of Televisa dated October 18, 2012,
6 Kristoff advised Mr. del Bosque "I went to Los Angeles on Sunday, and I met with
7 Mr. Liberman in person. We talked and solved all my doubts. I felt comfortable
8 with our chat and with the conditions and I have decided to accept." Upon
9 information and belief, this was a reference to the fact that Kristoff had advised
10 Mr. Liberman that he was under an exclusive services agreement with Televisa and
11 would be subject to legal consequences for breaching that agreement, and that
12 Mr. Liberman had agreed to pay Kristoff an amount sufficient to compensate for
13 that risk.

14 44. On Thursday, October 18, 2012, Kristoff sent an email to Bruce
15 Boren, Vice-President and General Manager of Televisa Networks, a Televisa
16 business unit in charge of Telehit, officially announcing his departure from
17 Televisa and Telehit. In that email, Kristoff acknowledges that his departure may
18 have legal consequences arising out of the "exclusivity agreement issue"—a matter
19 as to which Liberman was doubtlessly aware when inducing Kristoff to breach his
20 Televisa contract.

21 45. Liberman, with knowledge that Kristoff is bound to a contract with
22 Televisa, has already cast Kristoff as host of one of Estrella TV's daily shows,
23 "Que Jalada," which parodies home-video style "blooper" videos. These shows
24 have already started airing, and Estrella TV is currently listing "Que Jalada" as a
25 daily program on its website. In addition, Kristoff's image now appears on the
26 Estrella TV website.

27 46. On Friday, October 19, 2012, in an effort to protect its rights under the
28 Exclusivity Agreement, Televisa sent Liberman a letter stating that Kristoff is party

1 to “to an exclusive contract” with Televisa covering his services and image through
2 February 2015 (the “October 19 Letter”). Televisa asked that Estrella TV and LBI
3 “immediately cease and desist from any further steps to employ Kristoff or
4 otherwise utilize his services or image in breach of his agreement with Televisa
5 Talento.”

6 47. On October 22, 2012, counsel for LBI responded to the October 19
7 Letter (the “October 22 Letter”). The October 22 Letter admits that LBI has
8 already engaged Kristoff, stating:

9 LBI already contracted with Kristoff in 2012 by engaging
10 him to serve as the host of the Estrella TV television
11 program Que Jalada. Kristoff has already entered upon
12 performance of his employment relationship with LBI. He
13 has performed in the recording of several episodes of the
14 program, and the program is already airing and set to
15 continue airing on the Estrella TV Network. . . .
16 Promotions are airing in various media. You are correct
17 that LBI has promoted the program with Kristoff on the
18 internet.

19 The October 22 Letter also makes clear LBI has no intention of honoring Televisa’s
20 request that Liberman refrain from continuing to interfere with Kristoff’s
21 Exclusivity Agreement and, instead, threatens that in the event Televisa seeks to
22 enforce its rights, LBI will retaliate by asserting that Televisa and others purportedly
23 have violated federal and state antitrust, unfair competition and other statutes –
24 conduct that LBI admits it had always previously “overlook[ed].”

25 48. Counsel for Televisa responded by letter dated October 23, 2012 (the
26 “October 23 Letter”). In that letter, Televisa supplied LBI with additional details of
27 the duration and scope of the Exclusivity Agreement—details of which, on
28 information and belief, Liberman was already fully aware—and again requested
that LBI refrain from continuing to interfere with Televisa’s exclusive employment
relationship with Kristoff.

49. Liberman’s counsel responded by letter dated October 24, 2012 (the
“October 24 Letter”), Liberman confirmed that it had no intention of refraining

1 from its continued interference with the Exclusivity Agreement. Liberman's
2 counsel again threatened to retaliate against any effort by Televisa to enforce its
3 rights by asserting various unspecified antitrust and other claims for conduct that
4 Liberman never before brought legal claims to challenge.

5 50. Kristoff has not appeared at work for Telehit since at least October 12,
6 2012, and has not responded to repeated notices by Televisa requesting his
7 appearance at Televisa's studios in accordance with the terms of his Exclusivity
8 Agreement.

9 51. To the extent Liberman now asserts, in contravention of the October
10 22 Letter from Liberman's counsel, that Liberman does not employ Kristoff
11 directly, but instead has engaged the Mexican "loan out company" known as
12 Darmex Broadcast Productions, S. de R.L. de C.V. ("Darmex") to provide the
13 personal services of Kristoff to LBI to host Que Jalada on the Estrella TV network,
14 Liberman has nevertheless caused Kristoff to breach his agreement with Televisa
15 by using Kristoff's services and images for programming on Estrella TV and
16 related advertising and promotion.

17 Liberman's Tortious Interference Has Injured Televisa

18 52. For more than fifteen years, Televisa cultivated the career and artistic
19 growth of Kristoff. Televisa gave Kristoff the opportunity to appear in and host
20 highly successful shows, many of which were developed specifically for him.
21 Televisa distributed Kristoff's shows throughout Mexico and the world. In the
22 process, Kristoff attained widespread recognition.

23 53. Over the past several years, Kristoff has become one of the most
24 popular hosts on Telehit. Indeed, of Telehit's roster of fifteen regular TV hosts,
25 Kristoff is regarded as among the four most popular, and he is highly sought for his
26 programming and special appearances. Televisa will not be able to replace
27 Kristoff, who has been especially valuable to Televisa because of his unique
28

1 personal characteristics and his expansive knowledge of pop culture, music, and
2 cinema, which he brought to his highly-rated shows.

3 54. One of the primary reasons that Televisa invested in the career of
4 Kristoff was to reap the benefits of that investment, in the form of the goodwill that
5 Kristoff developed with Telehit audiences, once he attained a certain level of
6 recognition and artistic expertise. Liberman's tortious interference has caused
7 Televisa to lose the services of Kristoff and in so doing will cause Televisa to lose
8 the goodwill it has earned with its viewing audiences in Mexico, the United States,
9 and other countries.

10 55. This loss of audience goodwill will result in a transfer of audience
11 loyalty away from Telehit and lower ratings for Telehit programming during the
12 next three years. Subscription revenue is the primary source of revenue for
13 Televisa's pay-TV channels, including Telehit. Lost viewers will translate into
14 lower subscription revenue, in an amount that is not readily subject to
15 measurement. As Televisa's advertising revenue is directly tied to the ratings of its
16 televised programming, this transfer of audience loyalty will also damage
17 Televisa's goodwill with its advertisers. Likewise, it will weaken Televisa's
18 relationship with other networks and broadcasters to which it licenses the rights to
19 show its programs in the U.S. and other foreign markets. These networks and
20 broadcasters may decide to drop Telehit from their lineups altogether or insist on
21 significant rate reductions if they view Telehit as an unreliable network, unable to
22 faithfully deliver its promised content. These consequences will cause substantial
23 reputational and financial injury to Televisa to a degree that is impossible to
24 calculate.

25 56. By illegally poaching Kristoff from his contract with Televisa,
26 Liberman has also deprived Televisa of original programming in the niche genres
27 (including movie and music reviews, and sex talk, among others) that are Kristoff's
28 specialties. Televisa has no one else in its roster of television personalities with the

1 expertise and appeal to fill Kristoff's place and is unaware of any other rising stars
2 in the industry who possess Kristoff's unique skill set, charm, and audience
3 appeal—all of which Televisa has nurtured over many years. As of Wednesday,
4 October 24, 2012, Televisa used the last of its pre-recorded episodes of Kristoff's
5 "Cine Con Kristoff," and has been left without any new episodes of either "Sexo
6 Con Kristoff" or "Cine Con Kristoff" going forward. Televisa has determined that,
7 unless Liberman is enjoined from broadcasting Kristoff, Televisa's broadcasting
8 reruns of Kristoff's shows would only further harm Televisa, by effectively
9 resulting in an unpaid advertisement for audiences to watch future Liberman
10 programs featuring Kristoff, rather than an enticement to watch future Televisa
11 programming. As a result, Televisa has been relegated to filling Kristoff's time-
12 slots with unhosted music video segments until it can develop new - as of yet,
13 undeveloped and untested - programming.

14 57. By inducing Kristoff to breach the Exclusivity Agreement, Liberman
15 has also irreparably harmed Televisa by robbing it of the benefit of his artistic
16 services for the upcoming program, "Lavadero Center," that Televisa had been
17 promoting to air in the coming months (and which Televisa had already dedicated
18 significant resources to developing), as well as other projects that Televisa and
19 Kristoff would have developed in the remaining years of Kristoff's contract.

20 58. Liberman's tortious interference is also undermining the perception of
21 the enforceability of Televisa's exclusive contracts with artists, hosts, producers,
22 and directors, among others. If Liberman and other of Televisa's competitors
23 believe that they can poach Televisa's talent even when they are under contract,
24 then the exclusive commitments that Televisa bargained for and received from
25 those personalities will lose their value. In short, Televisa will be robbed of one of
26 the primary benefits of its bargain in each and every one of its hundreds of artist
27 contracts.

Claim for Relief

Tortious Interference with Kristoff's Exclusivity Agreement

59. Plaintiffs incorporate by reference all preceding paragraphs as if fully set forth herein.

60. The Exclusivity Agreement constitutes a valid and enforceable civil contract under Mexican law, the material terms of which are memorialized therein.

61. Liberman had requisite knowledge of the Exclusivity Agreement, or at the least knew that Kristoff was subject to an exclusive agreement with Televisa.

62. Liberman, with knowledge that Kristoff was subject to an exclusive services agreement, intentionally induced Kristoff to breach the Exclusivity Agreement.

63. As a direct and proximate cause of Liberman's interference, Kristoff breached the Exclusivity Agreement by allowing his services and images to be used by Liberman.

64. Liberman continues to interfere with the Exclusivity Agreement by employing Kristoff and/or using his services and image in its television broadcasting and promotional materials.

65. As a direct and proximate result of Liberman's interference with the Exclusivity Agreement, Televisa has suffered and will continue to suffer irreparable harm.

66. The harm to Televisa if an injunction is not granted will far outweigh the harm to Liberman if an injunction is granted, and an injunction will serve the public interest.

67. Liberman had actual knowledge of the wrongfulness of the acts alleged herein and the high probability that those acts would cause damage to Televisa. With such knowledge, Liberman intentionally, recklessly, and maliciously pursued the course of conduct alleged herein in utter disregard of the

1 law, resulting in damage to Televisa, thus warranting an award of punitive damages
2 under California law.

3 **Prayer for Relief**

4 Wherefore, Plaintiffs pray for judgment as follows:

- 5 a. Declaring that Liberman has tortiously interfered with the Exclusivity
6 Agreement;
- 7 b. Enjoining Liberman, preliminarily and permanently, from continuing to
8 tortiously interfere with the Exclusivity Agreement by enjoining
9 Liberman from employing Kristoff and/or making use of his services or
10 image in any capacity during the duration of the Exclusivity
11 Agreement;
- 12 c. To the extent that the Court finds that any of the harm Liberman has
13 caused Televisa may be compensable in money damages, awarding
14 Televisa compensatory damages under applicable law as a result of the
15 allegations alleged herein;
- 16 d. Awarding Plaintiffs punitive damages to the extent permitted under
17 California law;
- 18 e. Awarding Plaintiffs their costs and expenses in this litigation, including
19 reasonable attorneys' fees and other costs and disbursements;
- 20 f. Awarding Plaintiffs such other and further relief as may be just and
21 proper under the circumstances.
- 22
23
24
25
26
27
28

1 DATED: November 15, 2012

QUINN EMANUEL URQUHART &
SULLIVAN, LLP

By 

Shon Morgan

Attorneys for Plaintiffs

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY

This case has been assigned to District Judge Consuelo B. Marshall and the assigned discovery Magistrate Judge is Margaret A. Nagle.

The case number on all documents filed with the Court should read as follows:

CV12- 9799 CBM (MANx)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

=====

NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:

☒ **Western Division**
312 N. Spring St., Rm. G-8
Los Angeles, CA 90012

☐ **Southern Division**
411 West Fourth St., Rm. 1-053
Santa Ana, CA 92701-4516

☐ **Eastern Division**
3470 Twelfth St., Rm. 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

Name & Address:

Shon Morgan
 Quinn Emanuel Urquhart & Sullivan, LLP
 865 S. Figueroa Street, 10th Floor
 Los Angeles, CA 90017

UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA

Televisa, S.A. de C.V.
 Televisa Talento, S.A. de C.V.

PLAINTIFF(S).

v.

Liberian Broadcasting, Inc.
 Estrella TV and
 Lenard D. Liberman

DEFENDANT(S).

CASE NUMBER

CV 12 9799 - CBM(MAN)

SUMMONS

TO: DEFENDANT(S):

A lawsuit has been filed against you.

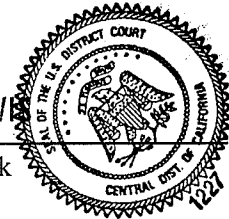
Within 21 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached ☒ complaint ☐ _____ amended complaint ☐ counterclaim ☐ cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, Shon Morgan, whose address is Quinn Emanuel Urquhart, 865 S. Figueroa Street, 10th Floor, Los Angeles, CA 90017. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Clerk, U.S. District Court

Dated: NOV 15 2012

By: MARILYN DAV
 Deputy Clerk

(Seal of the Court)



[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3)].

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT CALIFORNIA
CIVIL COVER SHEETI (a) PLAINTIFFS (Check box if you are representing yourself ☐)Televisa, S.A. de C.V.
Televisa Talento, S.A. de C.V.

DEFENDANTS

Lieberman Broadcasting, Inc.
Estrella TV
Lenard D. Liberman

(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.)

Quinn Emanuel Urquhart & Sullivan, LLP
865 South Figueroa Street, 10th Floor, Los Angeles, CA 90017
(213) 443-3000

Attorneys (If Known)

North Nash & Abendroth, LLP
2 Park Plaza, Irvine CA 92614
949-752-2200

II. BASIS OF JURISDICTION (Place an X in one box only.)

- ☐ 1 U.S. Government Plaintiff ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only
(Place an X in one box for plaintiff and one for defendant.)

- | | | | |
|---|--|---|--|
| Citizen of This State | PTF <input type="checkbox"/> 1 DEF <input checked="" type="checkbox"/> 1 | Incorporated or Principal Place of Business in this State | PTF <input type="checkbox"/> 4 DEF <input checked="" type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input checked="" type="checkbox"/> 3 <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 <input type="checkbox"/> 6 |

IV. ORIGIN (Place an X in one box only.)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify): ☐ 6 Multi-District Litigation ☐ 7 Appeal to District Judge from Magistrate Judge

V. REQUESTED IN COMPLAINT: JURY DEMAND: ☐ Yes ☒ No (Check 'Yes' only if demanded in complaint.)CLASS ACTION under F.R.C.P. 23: ☐ Yes ☒ No☐ MONEY DEMANDED IN COMPLAINT: \$

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

Diversity action under 23 U.S.C. § 1332. Mexico corporations are suing California defendants for intentional interference with contract.

VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES	CONTRACT	TORTS PERSONAL INJURY	TORTS PERSONAL PROPERTY	PRISONER PETITIONS	LABOR
<input type="checkbox"/> 400 State Reapportionment	<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 710 Fair Labor Standards Act
<input type="checkbox"/> 410 Antitrust	<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 530 Habeas Corpus	<input type="checkbox"/> 720 Labor/Mgmt. Relations
<input type="checkbox"/> 430 Banks and Banking	<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act
<input type="checkbox"/> 450 Commerce/ICC Rates/etc.	<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 330 Fed. Employers' Liability	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 540 Mandamus/Other	<input type="checkbox"/> 740 Railway Labor Act
<input type="checkbox"/> 460 Deportation	<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 340 Marine	BANKRUPTCY	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 790 Other Labor Litigation
<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations	<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 791 Empl. Ret. Inc. Security Act
<input type="checkbox"/> 480 Consumer Credit	<input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans)	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 423 Withdrawal 28 USC 157	FORFEITURE/PENALTY	PROPERTY RIGHTS
<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	CIVIL RIGHTS	<input type="checkbox"/> 610 Agriculture	<input type="checkbox"/> 820 Copyrights
<input type="checkbox"/> 810 Selective Service	<input type="checkbox"/> 160 Stockholders' Suits	<input checked="" type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 620 Other Food & Drug	<input type="checkbox"/> 830 Patent
<input type="checkbox"/> 850 Securities/Commodities/Exchange	<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 362 Personal Injury-Med Malpractice	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 840 Trademark
<input type="checkbox"/> 875 Customer Challenge 12 USC 3410	<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 365 Personal Injury-Product Liability	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 630 Liquor Laws	SOCIAL SECURITY
<input type="checkbox"/> 890 Other Statutory Actions	<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 444 Welfare	<input type="checkbox"/> 640 R.R. & Truck	<input type="checkbox"/> 861 HIA (1395ff)
<input type="checkbox"/> 891 Agricultural Act	REAL PROPERTY	IMMIGRATION	<input type="checkbox"/> 445 American with Disabilities - Employment	<input type="checkbox"/> 650 Airline Regs	<input type="checkbox"/> 862 Black Lung (923)
<input type="checkbox"/> 892 Economic Stabilization Act	<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 462 Naturalization Application	<input type="checkbox"/> 446 American with Disabilities - Other	<input type="checkbox"/> 660 Occupational Safety/Health	<input type="checkbox"/> 863 DIWC/DIWW (405(g))
<input type="checkbox"/> 893 Environmental Matters	<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 463 Habeas Corpus-Alien Detainee	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 864 SSID Title XVI
<input type="checkbox"/> 894 Energy Allocation Act	<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 465 Other Immigration Actions			<input type="checkbox"/> 865 RSI (405(g))
<input type="checkbox"/> 895 Freedom of Info. Act	<input type="checkbox"/> 240 Torts to Land				FEDERAL TAX SUITS
<input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice	<input type="checkbox"/> 245 Tort Product Liability				<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)
<input type="checkbox"/> 950 Constitutionality of State Statutes	<input type="checkbox"/> 290 All Other Real Property				<input type="checkbox"/> 871 IRS-Third Party 26 USC 7609

FOR OFFICE USE ONLY: Case Number: **CV 12 9799**

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

VIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? ☐ No ☒ Yes
If yes, list case number(s): No. CV12-09344-DSF-SH

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? ☒ No ☐ Yes
If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply) ☐ A. Arise from the same or closely related transactions, happenings, or events; or
☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or
☐ C. For other reasons would entail substantial duplication of labor if heard by different judges; or
☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named plaintiff resides.
☐ Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
	Mexico

(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named defendant resides.
☐ Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles County	

(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH claim arose.

Note: In land condemnation cases, use the location of the tract of land involved.

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles County	

* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

Note: In land condemnation cases, use the location of the tract of land involved.

X. SIGNATURE OF ATTORNEY (OR PRO PER): _____ **Date** November 15, 2012

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))